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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION

TRANSPERFECT GLOBAL, INC.,  
TRANSPERFECT TRANSLATIONS  
INTERNATIONAL, INC., AND  
TRANSLATIONS.COM, INC.,

Plaintiffs/Counter-Defendants,

v.

MOTIONPOINT CORPORATION,

Defendant/Counterclaimant.

Case No. CV 10-02590 CW (JCS)

**[PROPOSED] ORDER GRANTING  
TRANSPERFECT'S POST-JUDGMENT  
MOTIONS AND DENYING  
MOTIONPOINT'S POST-JUDGMENT  
MOTIONS**

Judge: Hon. Claudia Wilken

**[PROPOSED] ORDER**

Now before the Court are plaintiffs TransPerfect Global, Inc.'s, TransPerfect Translations International, Inc.'s, and Translations.com, Inc.'s (collectively, "TransPerfect") Motions (D.N. 489-3): (1) to Amend the Judgment to Award Supplemental Damages and Pre- and Post-Judgment Interest; (2) to Amend the Permanent Injunction to Bind Those in Active Concert or Participation with MotionPoint; (3) for Judgment as a Matter of Law that MotionPoint Induces Infringement; (4) for Judgment as a Matter of Law that MotionPoint Contributes to the Infringement of the '022 Patent; and (5) to Find This Case Exceptional and Award TransPerfect its Attorneys' Fees (collectively "TransPerfect's Consolidated Post-Judgment Motions"). Having reviewed and considered these motions and materials submitted therewith, and any additional argument or evidence received by the Court, the Court finds that good cause exists to grant TransPerfect's Consolidated Post-Judgment Motions. Accordingly, TransPerfect's Consolidated Post-Judgment Motions are GRANTED. It is hereby ORDERED that:

1. TransPerfect's Motion to Amend the Judgment to Award Supplemental Damages and Pre- and Post-Judgment Interest is GRANTED. An Amended Judgment reflecting new damages will be entered separately;
2. TransPerfect's Motion to Amend the Permanent Injunction to Bind Those In Active Concert or Participation With MotionPoint is GRANTED. An Amended Permanent Injunction will be entered separately and MotionPoint shall give notice to those in active concert or participation with it, including its customers of infringing products and/or services of the injunction within thirty (30) days;
3. TransPerfect's Motion for Judgment As a Matter of Law that MotionPoint Induces Infringement is GRANTED;
4. TransPerfect's Motion for Judgment As a Matter of Law that MotionPoint Contributes to the Infringement of the '022 Patent is GRANTED;
5. TransPerfect's Motion to Find This Case Exceptional and Award TransPerfect its Attorneys' Fees is GRANTED. The Court finds this case exceptional and partially awards TransPerfect its attorneys' fees and costs of \$13,262,263.

Now also before the Court is defendant MotionPoint Corporation's Motion for Judgment as a Matter of Law Pursuant to Federal Rules of Civil Procedure 50 and 59 (D.N. 486) ("MotionPoint's Consolidated Post-Judgment Motions"). Having reviewed and considered the motion and materials submitted therewith, and any additional argument or evidence received by the Court, the Court finds that MotionPoint has failed to make a showing that it is entitled to the relief requested. Accordingly, MotionPoint's Consolidated Post-Judgment Motions are DENIED. It also is hereby ORDERED that:

1. MotionPoint's request at Section I of its motion to vacate the damages award is DENIED;
2. MotionPoint's motion for judgment as a matter of law that it does not infringe claims 11, 17, 23, and 24 of TransPerfect's U.S. Patent No. 6,857,022 (the "'022 patent") is DENIED;
3. MotionPoint's motion for judgment as a matter of law that it does not infringe all the asserted claims of the '022 patent, claims 11, 17, 23, 24, 26, and 27, is DENIED;
4. MotionPoint's motion for judgment as a matter of law that the asserted claims of the '022 patent are invalid is DENIED;
5. MotionPoint's request at Section V of its motion, which the Court interprets as a motion to reconsider or vacate the permanent injunction, is DENIED;
6. MotionPoint's request at Section VI of its motion, which the Court interprets as a motion to amend the permanent injunction, is DENIED;
7. MotionPoint's request at Section VII of its motion, which the Court interprets as a motion for remittitur or to vacate the damages award, is DENIED;
8. MotionPoint's motion for judgment as a matter of law that TransPerfect infringes claims 32 and 34 of U.S. Patent No. 7,580,960, claims 12 and 19 of U.S. Patent No. 7,627,817, and claims 16 and 18 of U.S. Patent No. 7,627,479 (collectively, the "MotionPoint patents") or, in the alternative for a new trial on infringement, is DENIED; and

1           9.       MotionPoint's motion for judgment as a matter of law in MotionPoint's favor on  
2                   that the MotionPoint patents are not invalid or, in the alternative, for a new trial  
3                   on the validity of the MotionPoint patents, is DENIED.

4           **IT IS SO ORDERED.**

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6   Dated: \_\_\_\_\_, 2014

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Honorable Claudia Wilken  
United States District Court Judge